

The 22nd April, 1982

No. 9(1)-82-6Lab/2182.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s India Castings, Sector 24, Faridabad.

BEFORE SHRI M. C. BHARDWAJ, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 221 of 1981

between

SHRI PUDAN LAL WORKMAN AND THE MANAGEMENT OF M/S INDIA CASTINGS,
SECTOR 24, FARIDABAD

Present :

Shri G. S. Chaudhari, for the workman.

Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/88/81/32021, dated 3rd July, 1981, the Governor of Haryana referred the following dispute between the management of M/s India Castings, Sector 24, Faridabad and its workman Shri Pudan Lal, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Pudan Lal was justified and in order? If so, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 25th September, 1981 :—

1. Whether the workman resigned his job of his own?
2. Whether the termination of services of Shri Pudan Lal was justified and in order? If so, to what relief is he entitled?

The management examined Shri. K. L. Kathuria, Proprietor at MW-1 and Shri Om Parkash Accountant as MW-2. The workman examined himself as his own witness as WW-1. Arguments were heard. I now give my finding issuewise :—

Issue No. 1 :

MW-1 stated that the workman was a moulder in the factory. He submitted his resignation Ex. M-1 to Shri Sudama Pandey who accepted the same. The workman received payment,—*vide* voucher Ex. M-2. He received payment in his presence and signed voucher at point A. The workman signed it at point B. The workman had also signed Ex. M-3 in his presence. It also bears the signatures of Foreman at point B. He further deposed that a telegram Ex. M-4 was received from the workman which was replied,—*vide* Ex M-5. In cross examination he replied that demand notice Ex. W-1 from the workman was received by post. It was not replied by the management. A notice from the Conciliation Officer was received but did not attend any meeting, however, a letter was sent. He denied the suggestion that no such letter was written to the Conciliation Officer. He also denied the suggestion that signatures on Ex. M-1 to M-3 had been obtained from the workman by fraud. MW-2 stated voucher Ex. M-2 was prepared by him. The workman received payment in his presence and signed the voucher. In cross examination he stated that Ex. M-3 was not in his hand.

WW-1 stated that he had gone on 15 days leave. During the period of leave his grandmother expired and he sent telegram copy Ex. W-2 to the management. Ex. W-3 was receipt of post office. He received telegram from the management Ex. W-4 on 15th May, 1981. He started at 12-00 noon from his house and reached Faridabad on 16th May, 1981. Railway tickets were Ex. M-5 and M-6. When he went to the factory on 16th May, 1981 Shri Sudama Pandey told him to come the following day because he had become late. When he reported on the next day he was

asked to write an application that he was no longer interested in the service. Thereafter he will be given fresh appointment. He did not write any application because it was not acceptable to him. Thereafter he issued demand notice. In cross examination he replied that Ex. M-1 to M-3 bears his signatures but he never received any amount from the management. It may be that the management might have obtained his signatures on some papers earlier. He admitted that he was in the employment of the management earlier also and he had received full and final account previously. He got fresh employment on 1st February, 1980. At the time of settlement the management got his signatures on 3-4 papers. He did not submit any application for fresh appointment nor put his signature on any paper. He did not go to the factory after issue of his demand notice dated 20th May, 1981. He had sent information of the death of his grand-mother to the factory by telegram. He was on leave for performing the last rites of his grand-mother. He denied the suggestion that he submitted his resignation on 22nd May, 1981 and received from the company Rs. 992.98 on 23rd May, 1981.

I have gone through the document Ex. M-1 his letter of resignation dated 22nd May, 1981. It is signed by Pudan Lal who has admitted his signature but stated that he never made any resignation. I find that the writing is in some other hand. Ex. M-2 is a voucher for Rs. 998.92 It is stamped and bears signature of concerned workman. He had admitted his signature of the voucher as well but denied having received any payment. I find that the voucher was originally for Rs. 1309.67. This amount was given in figures at two places and also in words but after scoring the figures and words new figures were inserted. The details of amount of Rs. 998.92 is also given in the voucher but the same seems to be written later on. There is no detail of amount of Rs. 1,309.67. MW-1 who was proprietor of the respondent had given his statement that the resignation was accepted by Shri Sudama Pandey Manager. He had further stated that the workman had received payment in his presence by signing voucher Ex. M-2 which also bears his signature at point A. Emphasis was laid by the learned representative for the workman that Shri Sudama Pandey was not produced in witness box by the management to prove the factum of resignation. It was also argued that document Ex. M-2 was not a clean document because there were cuttings and overwritings of figures. There is no mention of resignation in the voucher Ex. M-2 or Ex. M-3. The workman, as is clear from the evidence had reached Faridabad on receipt of telegram from the management. He had placed on record original Railway tickets from Faizabad to Delhi and Delhi to Faridabad Ex. W-5 and W-6. His demand notice was dated 20th May, 1981. According to the conciliation report placed on file the Conciliation Officer fixed 30th May, 1981, 3rd June, 1981 and 5th June, 1981 for the meeting of the parties but the management did not appear, nor the management placed on file a copy of the letter written to the Conciliation Officer if any. This all goes to create a doubt about the resignation which was also not proved by the management producing the Manager a signatory of the same. Under the circumstances, I decide this issue against the management.

Issue No. 2 :

The case of the parties was about factum of resignation and not that of termination by an act of the management. When the resignation was not proved the resultant effect was that the workman remained in the service of the management. Therefore, this issue is also decided against the management.

While answering the reference, I give my award that the termination of services of the workman was neither justified nor in order. The workman is entitled to reinstatement with continuity of service and with full back wages. I order accordingly.

Dated the 25th February, 1982.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endorsement No. 279, dated the 15th March, 1982

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment, Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

M. C. BHARDWAJ,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.